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OFFICE OF THE
EXECUTIVE SECRETARY
September 21, 2000

*Carolina Telephone
Centel-North Carolina
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United Telephone-Southeast*

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243

Re: Docket 00-00041; BellSouth Telecommunications Tariff Filing to
Reduce Grouping Rates in Rate Group 5 and to Implement a
3 Percent Late Payment Charge

Dear Mr. Waddell:

In response to the Tennessee Consumer Advocate Division's Motion to Modify Protective Order or Change the Classification of Documents Marked Confidential, Sprint Communications Company L.P. (Sprint) has significant competitive exposure should the Tennessee Regulatory Authority vote to remove the proprietary protection currently covering the Billing and Collection Contracts between Sprint and BellSouth.

While Sprint is not a party to this Docket, the Company respectfully requests consideration of the concerns stated below.

1. The contract outlines what products Sprint will be billing through BellSouth and includes information such as the product description, Sprint systems flowcharts, performance standards, and operating procedures for these products. If this contract is open to public inspection, competitors will know exactly what products Sprint is restricted to send through BellSouth including various details surrounding these products. Competitors can utilize this information to design unique product offerings that they know Sprint cannot bill through BellSouth.
2. The contract outlines performance requirements for BellSouth and addresses settlement details between the companies regarding these

requirements. Specific cost components are also detailed within the contract. If the contract is open to the public, competitors will have access to the financial margins associated with these specific products billed through BellSouth. They will not only have ability to calculate our cost structure for this billing medium, but also access to calculate revenue adjustment data for these products.

3. The contract includes information that reveals various operating procedures between BellSouth and Sprint. Specifics on how customer service is handled if Sprint purchases inquiry and how records are transmitted between the parties will now be of public record. This issue not only places competitive information in the public, but the end-users will now have access to know exactly how to contact the BellSouth service centers and claim adjustments on otherwise valid traffic, simply because they know the carrier procedures to dispute a charge.
4. The contract also reflects what marketing mediums are available to Sprint on the BellSouth invoice. This may or may not be similar to competitors contracts. If they are not, then again, the competition will gain knowledge of what marketing mediums are available for Sprint to contact our customers and could possibly use this to their advantage.

The Consumer Advocate's Motion alleges on page 3, item 17, "That Tennessee consumers again reviewed the contracts after BellSouth's delivery and does not believe that they contain any information which should be confidential." In item 20 on that same page, the Consumer Advocate claims, "That factoring contracts or contracts for accounts receivable, by their nature do not expose trade secrets." Sprint has given examples above that show the Consumer Advocates assumptions are incorrect.

TCA Section 65-3-109 states "The department shall not give publicity to any contracts, leases, or engagements obtained by it in its official capacity, if the interests of any company would thereby be injuriously affected, unless, in the judgment of the department, the public interest requires it." Sprint argues that its Billing and Collection contracts contain competitively sensitive information, that Sprint could be injured by the public release of the information, and that there is no public interest requiring the release of these contracts.

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Sprint has not been a party to this proceeding and is not requesting intervenor status. However, public release of Sprint's Billing and Collection contract serves no public good and opens the door for significant competitive harm to Sprint. Accordingly, Sprint opposes the Motion.

Please contact me if you have any questions.

Sincerely yours,

James B. Wright / sm
James B. Wright

JBW

cc: Chairperson Sara Kyle
Director Lynn Greer
Director Melvin Malone

Patrick Turner
Vince Williams